Houston Energy, L.P.

Two Allen Center 1200 Smith, Suite 2400 Houston, Texas 77002 Phone: (713) 586-5746 RECEIVED
ADJUDICATION SECTION
OCT 10 2024



Fax: (713) 650-8305

salford@houstonenergyinc.com

October 9, 2024

via electronic mail

Bureau of Ocean Energy Management Department of the Interior Adjudication Unit (GM 276A) 1201 Elmwood Park Boulevard New Orleans, LA 70123-2394

RE: Filing of Non-Required Document

Assignment of Overriding Royalty Interest in Oil and Gas Leases

Green Canyon Block 943 OCS-G 36060 Green Canyon Block 944 OCS-G 36061

Winterfell Prospect

Ladies and Gentlemen:

Title of Document:

Enclosed please find two copies of the following:

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<u>Identities of Parties to Document</u>: Winnie Hart 2016 Family Trust, as Assignor and Tommy Nelson

Assignment of Overriding Royalty Interest in Oil and Gas Leases

Brignac, as Assignee

Leases Affected: OCS-G 36060, OCS-G 36061

<u>Category to be Filed</u>: 5 = <u>Overriding Royalty</u>, Production Payment, Net Profit

Service Fees: Pay.gov receipt for \$68.00

Once this document has been processed, please return a copy to my email address at salford@houstonenergyinc.com

Please contact me if you should have any questions or need additional information. My direct phone is 713.586.5746.

Sincerely,

Houston Energy, L.P.

Sue A. Alford

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASES

GC 943, OCS-G 36060 GC 944, OCS-G 36061

UNITED STATES OF AMERICA OUTER CONTINENTAL SHELF OFFSHORE LOUISIANA

KNOW ALL MEN BY THESE PRESENTS:

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THAT, this Assignment of Overriding Royalty Interest in Oil and Gas Leases (this "<u>Assignment</u>"), made effective as of October 1, 2024 ("<u>Effective Date</u>"), is executed by **Winnie Hart 2016 Family Trust**, whose address is 628 Shartle Circle, Houston, Texas 77024, (hereinafter referred to as "<u>Assignor</u>"), and **Tommy Nelson Brignac**, whose address is 36311 Maple Leaf Ave., Prairieville, LA 70769 (hereinafter referred to as <u>Assignee</u>").

WITNESSETH:

WHEREAS, by Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Leases, effective June 1, 2017, recorded June 5, 2018, in Book 2538, Page 727, File No. 1559639, of the Conveyance records of Terrebonne Parish, Louisiana, and filed on May 25, 2018, in the non-required files maintained by the Bureau of Ocean Energy Management ("BOEM") (the "Original Assignment"), Houston Energy, L.P., et al., conveyed to HE&D Offshore, L.P. ("HE&D") an overriding royalty interest equal to 3.00% of 8/8, proportionately reduced by the assignors' 50% record title interest (the "Original ORRI"), in and to the following oil and gas leases:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 36060, effective June 1, 2017, granted by the United States of America, as Lessor, in favor of Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C., and CL&F Offshore LLC, as Lessees, covering all of Block 943, Green Canyon, OCS Official Protraction Diagram, NG 15-03; and

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 36061, effective June 1, 2017, granted by the United States of America, as Lessor, in favor of Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C., and CL&F Offshore LLC, as Lessees, covering all of Block 944, Green Canyon, OCS Official Protraction Diagram, NG 15-03 (collectively, the "Subject Leases").

WHEREAS, by certain Assignment of Overriding Royalty Interest in Oil and Gas Leases, effective September 25, 2017, recorded June 5, 2018, in Book 2538, Page 751, File No. 1559641, of the Conveyance records of Terrebonne Parish, Louisiana, and filed on May 25, 2018, in the non-required files maintained by the BOEM, HE&D assigned to Assignor a portion of the Original ORRI;

WHEREAS, by Stipulation of Ownership Interests and Assignment, effective July 20, 2020, recorded November 2, 2020, in Book 2618, Page 637, File No.1613558, of the Conveyance records of Terrebonne Parish, Louisiana, and filed on October 29, 2020 in the non-required files maintained by the BOEM (the "Stipulation"), the WI Owners (as such term is defined in the Stipulation) and the Assignor agreed that the Assignor owns the following overriding royalty interest in and to the Subject Leases (the "New ORRI"):

Assignor	New ORRI
Winnie Hart 2016 Family Trust	0.0825344%

WHEREAS, the Assignor desires to assign to Assignee and Assignee desires to receive from Assignor a portion of the New ORRI.

NOW, THEREFORE, for and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and provisions hereof, Assignor by these presents does hereby BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and DELIVER unto Assignee an overriding royalty interest equal to 0.01200% of 8/8ths in and to the Subject Leases (the "<u>Assigned ORRI</u>").

THIS Assignment is made, accepted, and shall be subject to the following covenants, terms, and conditions:

- 1. The Assigned ORRI shall be subject to the terms and conditions of the Stipulation and computed and paid in the same manner as the Original ORRI.
- 2. The transfer and assignment hereunder by Assignor to Assignee of the Assigned ORRI is made without warranty of title, whether either express, implied, or otherwise, except as to claims arising by, through, or under Assignor, but not otherwise. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ALL OF THE SAME BEING EXPRESSLY DISCLAIMED.
- 3. All of the terms and provisions herein contained shall be binding upon, inure to the benefit of, and be enforceable by Assignor, Assignee and their respective successors, legal representatives, and assigns.
- 4. This Assignment may be executed in multiple counterparts for filing with applicable governmental agencies and for recording purposes. Each such counterpart shall be an original, and all such counterparts shall together constitute but one and the same instrument, but shall not be an additional conveyance or assignment of the Assigned ORRI, and all counterparts together constitute one and the same assignment.

[Signature and Acknowledgement pages follow]

IN WITNESS WHEREOF, this Assignment is executed by the undersigned, duly authorized representatives of the parties hereto as of the dates set forth below in their respective acknowledgements, but effective as of the Effective Date.

WITNESSES:

ASSIGNOR:

Winnie Hart 2016 Family Trust

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Winnie Brignac Hart, Sole Trustee of the Winnie Hart 2016 Family Trust, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 8th day of (166), 2024.

SUE A ALFORD Notary ID #124226033 Ay Commission Expires May 24, 2026

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WITNESSES:

ASSIGNEE:

Vanessa Veltman

Tommy Nelson Brignac

STATE OF TEXAS

COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Tommy Nelson Brignac, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this Aday of October, 2024.

SUE A ALFORD Notary ID #124226033 My Commission Expires May 24, 2026